

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.**

**ALL PARTICIPANTS MUST READ THIS
DOCUMENT CAREFULLY BEFORE
CONTINUING WITH THEIR ENTRY.**

**THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT
YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO
BRING FUTURE LEGAL ACTIONS.**

YORKSHIRE WARRIOR CHALLENGE LIMITED AND ALL YORKSHIRE WARRIOR EVENT ORGANISERS, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, VOLENTEERS, INDEPENDENT CONTRACTORS, INSURERS, SPECTATORS, EQUIPMENT SUPPLIERS AND EVERYBODY AFFILIATED WITH YORKSHIRE WARRIOR (collectively hereinafter referred to as the "RELEASEES").

Releasing Parties include but are not limited to: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and/or any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf (all referred to hereinafter as "I" or "Releasing Parties").

ASSUMPTION OF RISK

1. In this agreement, the term "**Yorkshire Warrior**" shall include all activities, events or services provided, arranged, organised, conducted, sponsored or authorised by the Operators. **The Yorkshire Warrior** is an event that is an extreme test of strength, stamina, and mental grit. It is not a race against other contestants but more a competition and challenge with oneself and the course. The course itself is tough and challenging with the main objective being to complete the course, not to complete it in the fastest possible time. As well as the challenge of the course which may include but is not limited to military style obstacles, mud, fire, water, crawling through and under obstacles, darkness, encountering extreme terrains such as holes, depressions, loose gravel, rocks, flowing water, cliffs, tree stumps, fences and other natural or man made objects as well as lifting and carrying heavy objects. There is also a strong possibility that you may encounter extreme weather conditions including but not limited to bright and strong sunlight, heat, cold, snow, sleet, hail and/or wind. To summarise, The Yorkshire Warrior event is a hazardous event which is designed to be both a physical and mental challenge for participants.

I have read and understand **all** of the previous paragraph and acknowledge that the Yorkshire Warrior event is an extreme test of my physical and mental capabilities and with the nature of such an event comes an inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely without changing the challenging nature of the event itself. The inherent risks associated with the Yorkshire Warrior event include but are not limited to: collisions, either colliding with other participants, spectators, vehicles, machinery and/or obstacles on the course itself, the failure to remain within designated areas, encounters with wildlife, becoming lost. Equipment related hazards such as: broken, defective or inadequate event equipment, unexpected equipment failure, inadequate first aid and/or emergency measures I understand that by participating in the Yorkshire Warrior event I will be faced by the hazards stated above as well as the possibility of other hazards that haven't been named specifically. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.

SAFETY ACKNOWLEDGEMENT

2. I acknowledge that I am required to wear suitable clothing and equipment to participate in Yorkshire Warrior event. I am aware that I can contact Yorkshire Warrior to answer any questions that I may have as to the proper clothing or equipment if I am unsure. I am aware that the physical exertion required of Yorkshire Warrior and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Yorkshire Warrior.

3. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH YORKSHIRE WARRIOR AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN YORKSHIRE WARRIOR.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

4. In consideration of **THE RELEASEES** accepting my application to participate in Yorkshire Warrior and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

(a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES**, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting, either directly or indirectly, from either my use of the facilities or my presence on the premises **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY**